

**COMMONWEALTH OF MASSACHUSETTS  
TOWN OF HOLLAND**

**RENEWAL CABLE TELEVISION LICENSE ISSUED TO COXCOM, INC.,  
D/B/A COX COMMUNICATIONS**

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## **INTRODUCTION**

WHEREAS, CoxCom, Inc., d/b/a Cox Communications (hereinafter “Licensee”) is the duly authorized holder of a license to operate a Cable System in the Town of Holland, Massachusetts (hereinafter the “Town”), said license having originally commenced on October 30, 1989, as originally issued to Continental Cablevision of Western New England, Inc., and subsequently transferred to Licensee;

WHEREAS, the Town, acting by and through its Board of Selectmen, sent a written request to Licensee dated December 11, 2001, indicating its interest in starting an informal renewal process, and Licensee filed a written request for a renewal of its license by letter dated March 20, 2002, in conformity with the Cable Communications Policy Act of 1984 and Licensee filed a renewal proposal dated September 2002;

WHEREAS, there has been an opportunity for public comment, and both parties conducted ascertainment to ascertain the future cable-related needs of the community, as required by Section 626(h) of the Cable Communications Policy Act;

WHEREAS, the Board of Selectmen, as the Issuing Authority, finds that the renewal of Licensee’s license is appropriate in light of its past performance, its renewal proposal and successful and mutual resolution of compliance-related matters under its current license, with such resolution being the adoption of this renewal license;

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions, as set forth herein.

## **ARTICLE 1**

### **DEFINITIONS**

#### **Section 1.1 – DEFINITIONS**

For the purpose of this License, the following words, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. The word “shall” is always mandatory and not merely directory.

Access Channel - A video programming channel which Licensee makes available to the Issuing Authority without cost for the purpose of transmitting non-commercial programming by members of the public, Town department and agencies, public schools and educational, institutional and other non-profit organizations, subject to and in accordance with 47 U.S.C. 531 and the terms herein.

Affiliate or Affiliated Person: A Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person.

Basic Service: The lowest service tier other than a pay cable service, distributed over the Cable System which includes without limitation, all Public, Educational and Governmental Access Channels and all broadcast signals, if any, required to be carried on Basic Service pursuant to federal law.

Cable Communications Policy Act of 1984 (“CCPA” or “Cable Act”): Public Law No. 98-549, 98 Stat. 2779 (1984), amending the Communications Act of 1934, and effective on December 29, 1984, as further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law No. 102-385 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

Cable Service: The one-way transmission to subscribers of video programming or other programming services, together with subscriber interaction, if any, which is required for the selection or use of such programming which Licensee may make available to subscribers generally, in accordance with the Cable Act.

Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within the Town, as defined in accordance with the Cable Act.

Channel: A band of frequencies in the electromagnetic spectrum, or any other means of transmission (including without limitation, optical fibers or any other means now available or that may become available), which is capable of carrying a composite video signal.

CMR: Code of Massachusetts Regulations.

Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.



Division: The Massachusetts Cable Television Division of the Department of Telecommunications and Energy, formerly known as the Massachusetts Community Antenna Television Commission, or its successor agency.

Downstream Channel: A channel over which signals travel from the Cable System headend to an authorized recipient of programming.

Educational Access: The specific channel assigned by Licensee and the programming thereon on the Cable System which has been allocated for use by the Town of Holland School Department, and the use thereof, to present non-commercial educational programming or information as determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

Effective Date: October 30, 2004.

FCC: The Federal Communications Commission, or any successor agency.

Government Access: The specific channel assigned by the Licensee and the programming thereon on the Cable System which has been allocated for use by the Town of Holland, the Issuing Authority or its designee(s), and the use thereof, to present non-commercial programming or information as determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the operation of the Cable System for the provision of Cable Service(s) including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees; all other Service fees; any and all Cable

Service fees and/or cable service charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales that relate to the operation of the Cable System for the provision of Cable Services; Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System for the provision of Cable Service to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to the operation of the Cable System for the provision of Cable Service over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to the operation of the Cable System for the provision of Cable Service. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected. Gross Annual Revenues shall not include any home shopping revenues and any advertising revenues. Issuing Authority: The Board of Selectmen of the Town of Holland, Massachusetts.

**Leased Access Channel:** Any channel available for lease for programming by persons other than Licensee subject to and in accordance with 47 U.S.C. 532.

**Licensee:** CoxCom, Inc., d/b/a Cox Communications or any successor or transferee in accordance with the terms and conditions in this License.

**Licensee Fee or Franchise Fee:** The payments to be made by the Licensee to the Town of Holland, which shall have the meaning set forth in Section 622(g) of the Cable Act.

**Multichannel Video Programming Distributor:** A person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

**Normal Business Hours:** As defined in 47 CFR 76.309 to be those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

**Public Access:** Any specific channel(s) on the Cable System which has been allocated for use by individuals and/or organizations, and the use thereof, to present non-commercial programming other than Educational Access and Governmental Access in accordance with 47 U.S.C. 531 and the terms hereof.

Public, Educational and Government Access (“PEG Access”): The right or ability of any Holland residents or organizations, schools and governmental entities to use designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

Public Ways: The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parkways and ways that are in the nature of streets and roads or any other easements or rights of way dedicated for compatible uses, and other publicly owned real ways within or belonging to the Town now or hereafter existing. Reference herein to “Public Way” or “Street” shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose without applicable legally required permits, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

Town: The Town of Holland, Massachusetts.

Upstream Channel: A channel over which signals travel to the headend from remote points of origination.

## **ARTICLE 2**

### **GRANT AND TERM OF LICENSE**

#### **Section 2.1 – GRANT OF LICENSE**

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Communications Policy Act of 1984 as further amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and subject to the terms and conditions set forth herein, the Board of Selectmen, as the Issuing Authority of the Town, hereby grants a non-exclusive cable television license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable System within the corporate limits of the Town of Holland.

#### **Section 2.2 – RIGHTS AND PRIVILEGES OF LICENSEE**

Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee, the right to construct, upgrade, install, operate and maintain a Cable System in, under, over, along, across or upon the Public Ways of the Town of Holland within its municipal boundaries and subsequent additions thereto for the purpose of cable television system reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services and other services customarily provided by a cable operator subject to and in accordance with all applicable laws.

#### **Section 2.3 – APPLICABLE LAW**

This License is granted under, in compliance with and subject to Chapter 166A of the General Laws and all other lawful general laws and lawful acts of the Legislature, and in compliance and subject to all applicable federal law, including, but not limited to, all rules of the Federal Communications Commission ("FCC"), as amended, and in compliance with and subject to all other generally applicable municipal, state and federal laws in force and effect during the period for which this License is granted.

#### **Section 2.4 – TERM OF RENEWAL LICENSE**

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on October 30, 2004 and shall terminate at midnight on October 29, 2014.

#### **Section 2.5 – TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE**

(a) To the extent required by G.L.c. 166A, Section 7, and the regulations of the Division promulgated thereunder (207 CMR 4.00 et. seq.), this License or control thereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such consent shall be given only after a public hearing upon a written application and forms therefor as provided by the Division and on FCC or other applicable forms. The application for transfer consent shall be signed by Licensee and by the proposed transferee or assignee.

(b) Any transfer or assignment of license shall, by its terms, be expressly subject to the terms and conditions of this Renewal License and obligations, if any, arising from the award of this Renewal License. Any transferee or assignee of this Renewal License shall be subject to the terms and conditions contained in this Renewal License.

(c) The Licensee shall submit to the Issuing Authority four (4) copies, unless otherwise directed, of the license transfer application, including any forms required by state or federal law. Unless otherwise allowed by applicable law, the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. If no action is taken by the Issuing Authority on the application after 120 days, the application shall be deemed approved.

## **Section 2.6 – NON-EXCLUSIVITY OF LICENSE**

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable System within the Town of Holland; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome when taken as a whole, than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome when taken as a whole than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons and reasonable evidence for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate, with reasonable evidence that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License when taken as a whole. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate and the Issuing Authority find that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in



this Renewal License, the Issuing Authority and Licensee shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event that a Multichannel Video Programming Distributor, which is not in any way an affiliate of the Licensee, hereafter provides Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within sixty (60) days of receipt of a hearing request from the Licensee.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons with reasonable evidence for its determination of such substantial negative material impact upon the financial viability of the Cable System. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the

Issuing Authority with such financial and other relevant information as the Issuing Authority reasonably determines is relevant to the proceeding.

(ii) Should the Licensee demonstrate with reasonable evidence that the Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, and the Issuing Authority finds a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) As of the Effective Date of this Renewal License, the parties hereto agree that any Multichannel Video Programming Distributor(s), which are not in any way an affiliate of the Licensee and are currently providing Programming to residents in the Town, are having no substantial negative impact upon the financial viability of the Licensee's Cable System in the Town.

Should the parties not agree about any matter with regard to this section, the parties reserve their state and federal appellate rights.

## **Section 2.7 – POLICE AND REGULATORY POWERS**

By executing this License, Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general ordinances and bylaws necessary to

the safety and welfare of the public and of general applicability and not specific to this License, not specific to Licensee, not specific to this Cable System or not specific to cable operators only. Licensee shall comply with all applicable lawful bylaws and/or ordinances enacted by the Town and/or Issuing Authority pursuant to any such powers. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers may be resolved in a court of competent jurisdiction or other lawfully available forum.

## **Section 2.8 – REMOVAL OR ABANDONMENT**

The parties shall be subject to applicable state and federal laws regarding removal and abandonment of the Cable System including but not limited to 47 U.S.C. 547 and M.G.L. Ch. 166.

## **ARTICLE 3 SYSTEM DESIGN, CONSTRUCTION AND OPERATION**

### **Section 3.1 – AERIAL AND UNDERGROUND CONSTRUCTION**

(a) In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Licensee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the

Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications, and electric services are both aerial and underground, the Licensee shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Otherwise, where pole placements of telephone and electric utilities exist the Licensee shall follow them in constructing its Cable System. Nothing contained in this Section shall require the Licensee to construct, operate, and maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, network reliability units, pedestals, or other related equipment.

(b) Notwithstanding anything to the contrary contained in this Section, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this License, the Licensee shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

(c) The Issuing Authority shall provide the Licensee with written notice of the issuance of building or development permits for planned commercial/residential developments within the Service Area requiring undergrounding of cable facilities. The Issuing Authority agrees to require as a condition of issuing any permit for open trenching

to any utility or developer, that the utility or developer give the Licensee reasonable access to open trenches for deployment of cable facilities and written notice of the date of availability of trenches. Such notice must be received by the Licensee at least ten (10) business days prior to availability.

### **Section 3.2 – REQUIRED EXTENSIONS OF SERVICE**

The Licensee agrees to provide Cable Service to all residences in the Service Area, subject to the density requirements specified in this Section. Whenever the Licensee receives a request for Cable Service from a potential Subscriber in a contiguous unserved area where there are at least ten (10) residences within one (1) mile from the portion of the Licensee's trunk or distribution cable which is to be extended, the Licensee shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the applicable installation charge; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the Cable System. Notwithstanding the foregoing, the Licensee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Licensee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing. Licensee shall not be required to offer Cable Service to individual units of a multiple dwelling unit (MDU)

facility within the Service Area unless the owner of the facility consents in writing to the following:

- (i) to Licensee's providing of Cable Service to individual units of the facility;
- (ii) to reasonable conditions and times for installation, maintenance and inspection to the portion of the Cable System on the facility premises;
- (iii) to reasonable conditions promulgated by the Licensee to protect Licensee's equipment and to encourage widespread use of the Cable System, and (iv) to not demand or accept payment from Licensee for permitting Licensee to provide Cable Service to the facility and to not discriminate in rental charges, or otherwise, between tenants who receive Cable Service from the Licensee and those who do not.

### **Section 3.3 – SUBSCRIBER CHARGES FOR EXTENSIONS OF SERVICE**

If a potential Subscriber resides in an area that does not meet the density requirements of Section 3.2 above, the Licensee shall only be required to extend the Cable System if the Subscribers in that area are willing to share the capital costs of extending the Cable system by making a capital contribution in aid of construction including cost of material, labor and easements, Specifically, the Licensee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per mile of its trunk or

distribution cable, and whose denominator equals (10). Subscribers who request service hereunder shall bear the remaining construction costs on a PRO RATA basis. The Licensee may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any applicable installation charges to extend the Cable System from the tap to the residence.

### **Section 3.4 – SUBSCRIBER NETWORK**

The Licensee shall continue to make available to all residents of the Town a minimum seven hundred fifty Megahertz (750 MHz) Cable System, fully capable of carrying at least seventy eight NTSC video channels in the downstream direction and currently fed by a hybrid fiber optic coaxial network.

### **Section 3.5 – SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP**

The Licensee shall make its service available to every residential (non-commercial) dwelling unit in the service area in the Town regardless of its geographical location, subject to Sections 3.1 through 3.3 above. Installation costs shall be nondiscriminatory except that an additional charge for time and materials may be made for non-standard and customized installation within a subscriber's residence or except when Licensee is engaged in marketing promotions. Any dwelling unit within one hundred fifty (150) feet of the cable plant for an aerial drop, shall be entitled to a standard installation rate, however, Licensee may reasonably charge subscribers for

nonstandard and customized installations. Subscribers may be charged for drops in excess of the standard footage or for non-standard installation drops, for materials and labor, and upon request, subscribers shall be provided an itemized cost estimate for the same prior to acceptance of the terms for such non-standard drop and such itemization shall disclose the basis for Licensee's deeming the installation non-standard. If requested by the Issuing Authority, Licensee shall meet with the Issuing Authority or his/her designee to discuss, for advisory purposes, the basis of Licensee's determining that an installation is non-standard.

### **Section 3.6 - SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

(a) The Licensee shall continue to provide and maintain one (1) free Subscriber Cable Drop and Outlet and Basic Service to all police and fire stations, public schools, public libraries and other town-owned public buildings along the Cable System plant route included in **Schedule 3.6**, attached hereto and made a part hereof. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service and upon request provide reasonable consultation for making new internal wiring compatible with the cable system. The internal wiring shall be the responsibility of the institution. There shall be no costs to the Town or any designated institution for the installation and provision of monthly Basic Service and related maintenance. Municipal and School buildings already having more than one



Subscriber Cable Drop or Outlet will continue to receive same in accordance with the terms of this section.

(b) The Licensee shall supply one (1) Converter for each Outlet, without charge to the Town, if necessary for the reception of monthly Service. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the Town shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such a Drop or Outlet, prior to any such installation. The Licensee shall install such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority, weather conditions permitting.

(d) The parties acknowledge the Licensee's or an Affiliate of the Licensee's provision of high speed Internet access services within the Town. During the term of this Renewal License, so long as Licensee or an Affiliate of the Licensee provides high speed Internet access service to the public in Holland, the Town shall have the right to obtain such service and the use of any related modem equipment at a rate which is twenty percent (20%) below then applicable standard rates for comparable services and equipment offered to commercial customers in Holland. The Licensee shall provide the Town with a copy of the standard commercial high speed Internet access rates upon request of the Issuing Authority. The high speed Internet access service provided shall

be subject to all applicable terms and conditions applicable to commercial accounts, including any applicable limitations on the sale or use of the services. This recitation of the parties' understanding has been included herein solely for the convenience of the parties, shall not be construed as affecting in any way the regulatory classification or treatment of high speed Internet access service and does not constitute an obligation of Licensee under this License.

(e) Notwithstanding anything to the contrary in this Section 3.6, Licensee shall provide an aerial connection between the Town Elementary School at 28 Sturbridge Road and the Town Hall at 27 Sturbridge Road so as to enable the live cablecasting of events occurring at the Elementary School gymnasium. The Licensee shall install the intrapremises wiring needed to enable such cablecasting. The Licensee shall also provide a similar aerial connection between the Town Library at 25 Sturbridge Road and the Town Hall so as to enable similar live cablecasting of events occurring at the Town Library. If so requested, the Licensee shall also install the intrapremises wiring needed to enable such cablecasting of Town Library events. Within two (2) weeks after the Effective Date of this License, the Licensee shall order the materials necessary for such aerial connections and intrapremises wiring. Licensee shall use its best efforts to complete such aerial connections and intrapremises wiring within two (2) months after Licensee's receipt of such materials. Licensee shall advise the Issuing Authority when said materials have been ordered and when they are received. The Town shall grant the Licensee the building access required to perform this work, advise the Licensee as soon

as practicable of any permits that may be required for any portion of this work and use its best efforts to process any necessary permit applications by Licensee as promptly as possible.

### **Section 3.7 – STANDBY POWER**

The Licensee shall maintain a minimum of twenty-four (24) hours standby power at the headend facility and any sub-headend facilities servicing the Town. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate generators, and shall become activated automatically upon the failure of normal power supply.

### **Section 3.8 – TREE TRIMMING**

In the installation, maintenance, operation and repair of the poles, cables wires and all appliances or equipment of the Cable System, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all lawful generally applicable rules established by the Issuing Authority and/or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

### **Section 3.9 – PEDESTALS AND VAULTS**

In any cases in which vaults, housing devices or pedestals are to be utilized, in the Town Public Ways or within the Town public layout, such equipment must be in accordance with applicable lawful Public Works Department, or similar department, regulations. In any event, Licensee will comply with Town lawful ordinances or by-laws and regulations of general applicability with respect to the foregoing. This provision shall not apply to vaults, housing devices or pedestals currently in use as of the Effective Date.

### **Section 3.10 – PRIVATE PROPERTY**

Licensee shall be subject to all lawful laws, ordinances, bylaws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable System in the Town. Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable System at its sole cost and expense.

### **Section 3.11 – RESTORATION TO PRIOR CONDITION**

Whenever the Licensee takes up or disturbs any pavement, surface, sidewalk or other improvement of any private way, Public Way or public place, it shall be replaced and the surface restored in as good condition as before entry as is reasonably possible as soon as possible, subject to the lawful requirements of the Town's Department of Public Works or their designee. Such street restoration shall be in accordance with the

lawful generally applicable requirements of the Department of Public Works. If the Licensee fails to make such restoration within a reasonable time, the Town may fix a reasonable time and notify the Licensee in writing of the restoration required and the time fixed for performance. Upon failure of the Licensee to comply within the time specified, the Town may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Licensee upon demand by the Town.

### **Section 3.12 – COOPERATION WITH BUILDING MOVERS**

The Licensee shall, upon ninety (90) days written request of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the moving of any building or other structure, so long as other comparable utilities are subject to similar requirements. The expense of such raising or lowering shall be in accordance with applicable law or if applicable law does not specify such expense, by the party requesting such relocation.

### **Section 3.13 – RELOCATION OF FACILITIES**

The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the Town for good reason such as traffic, public safety, street construction, installation of sewers, drains, water pipes, power or signal

lines or setting of new or replacement utility poles. In this respect, the Licensee shall be treated the same as other affected utilities.

### **Section 3.14 – RELOCATION OF FIRE ALARMS**

The Licensee shall reimburse the Town at cost for any reasonable expense including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for Licensee's cable. The Town shall cooperate in this relocation so as to minimize delay in Licensee's construction schedule.

### **Section 3.15 – SERVICE INTERRUPTION; REBATES**

Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System and, if practical, Licensee shall do so only during periods of minimum use. Rebates for service interruptions shall be in accordance with Section 7.5 of this Renewal License and applicable law, including FCC customer service regulations.

### **Section 3.16 – CONSTRUCTION AND MAINTENANCE STANDARDS**

(a) The Licensee shall construct and operate a Cable System and render service to subscribers consistent with all applicable regulations during the term of this License. The construction, maintenance and operation of the Cable System for which this License is granted shall therefore be in conformance with, among other things, the applicable provisions of the National and Massachusetts Electrical Codes, the National Electrical Safety Code, the National Television Standards Code and the rules and

regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Cable Television Division and the FCC. Upon written request of the Issuing Authority, copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted to the Town.

(b) All structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and Public Ways and places of the Town , wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.

### **Section 3.17 – RIGHT OF INSPECTION**

The Issuing Authority and/or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

### **Section 3.18 – EMERGENCY REMOVAL OF PLANT**

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable System, the Town shall have the right to do so at the sole cost and expense of Licensee, provided however that, wherever reasonably possible, the Issuing Authority gives Licensee written

notice and the ability to relocate wires, cable or other equipment, with said notice not being subject to the formal notice requirements of Section 8.6. Licensee shall have the right to seek and be eligible for, where applicable, reimbursement under any applicable government program providing for reimbursement.

### **Section 3.19 – EMERGENCY AUDIO ALERT**

The Licensee shall provide an emergency audio alert system that shall comply with the FCC's Emergency Alert System ("EAS") regulations and applicable Massachusetts Emergency Management Agency regulations if any.

### **Section 3.20 – INTERCONNECTION WITH OTHER CABLE SYSTEMS**

During the term of this Renewal License, the Licensee may consider interconnections the Cable communications system with cable systems in adjoining communities. In making any such determination, the Licensee shall consider the costs of interconnection and the benefits of interconnection.

Nothing in this Agreement shall be deemed to require the Licensee to take any action that would cause it to assume the status of a common carrier as defined under applicable law.



**Section 3.21-- OWNERSHIP AND MAINTENANCE OF ADDITIONAL EQUIPMENT**

Licensee shall continue to own, operate and maintain, and if necessary, shall replace, the Modulator M369 and Motorola Digital Music Provider currently located within Town Hall.

**ARTICLE 4**  
**RATES AND PROGRAMMING**

**Section 4.1 – INITIAL RATES**

The initial rates for all programming, installation and equipment which are in effect on the Effective Date of this License are listed in **Schedule 4.1** attached hereto. These rates are provided for informational purposes only and are subject to change at Licensee's sole discretion pursuant to applicable law.

**Section 4.2 – RATE RE-REGULATION**

The Issuing Authority reserves the right to regulate rates for cable service to the extent such regulation is allowed at this time, or hereafter, under the applicable federal and state law.

**Section 4.3 – PROGRAMMING CATEGORIES**

In accordance with applicable law, Licensee has offered and shall provide the following cable services:

(a) The broad categories of broadcast stations, satellite services and other cable services set forth in **Schedule 4.3** attached hereto;

(b) All PEG Access channels required by Article 5 (Community and PEG Access Programming) of this License.

#### **Section 4.4 – PROGRAMMING TIERS**

(a) The initial programming and services offered by Licensee are listed in **Schedule 4.4**, attached hereto. This schedule of programming tiers is provided for informational purposes only and is subject to change at Licensee's sole discretion pursuant to applicable law.

(b) Nothing in this section shall preclude any right of the Issuing Authority to participate in the formulation of a basic cable programming service for the Town, should such right be granted to the Town under applicable federal or state law in the future.

(c) The Cable System shall be technically capable of transmitting Town-specific access programming and commercial programming, provided however, Issuing Authority acknowledges it has no rights nor ability to mandate specific programming, however both the Issuing Authority and the Licensee reserve their rights with respect to access programming and such other programming as may be permitted by law.

#### **Section 4.5 – LEASED ACCESS**

Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii) (B), Licensee will make available channel capacity for commercial use by persons unaffiliated with Licensee. Upon

request, Licensee shall provide interested persons a copy of its current leased access policy with current rates and terms for commercial leased access.

#### **Section 4.6 – STEREO TV TRANSMISSIONS**

All commercial and satellite signals received by Licensee in stereo shall be cablecast in stereo.

#### **Section 4.7 – CHANNEL LINEUP**

Licensee shall notify the Issuing Authority and subscribers, 30 days in advance, of a substantial change in programming services in accordance with applicable law. Any such notification shall comply with state and federal guidelines as to the means of such notification.

#### **Section 4.8 – REMOTE CONTROLS**

Licensee shall allow subscribers to purchase, from parties other than the Licensee, and to utilize remote control devices which are deemed compatible with the converter installed by Licensee. Licensee may require a separate reasonable charge for use of the remote control capacity of its converter. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

#### **Section 4.9 – NEEDS BASED SENIOR DISCOUNT**

The Licensee shall provide a senior citizen discount to qualified subscribers of ten percent (10%) off of its rate for Basic Cable. In order to qualify for the senior citizen discount, the Subscriber must be sixty-five (65) years of age or older and a head of household and receiving one or more of the following: Supplemental Security Income, Medicaid benefits, Massachusetts fuel assistance, Veterans Service benefits; or Residence in subsidizing housing.

Such discount does not apply to installation services and equipment charges. Subscribers seeking the senior citizen discount will be required to provide to the Licensee documentation establishing their qualification for senior citizen discount. All subscribers presently receiving a senior citizen discount from the Licensee shall receive the above senior citizen discount.

#### **Section 4.10 – EXTERNALIZATION OF FRANCHISE-RELATED CAPITAL COSTS**

Any externalization or pass-through of franchise related costs will be done in accordance with FCC regulations.

### **ARTICLE 5 PUBLIC, EDUCATIONAL AND GOVERNMENTAL AND LEASED ACCESS**

#### **Section 5.1 – LOCAL ORGINATION AND ACCESS CHANNELS**

(a) The Licensee shall make available three (3) full-time Downstream Channels for PEG Access purposes. The Licensee shall provide the Cable Committee

with three (3) Upstream Channels, or the equivalent thereof, for remote cablecasting of PEG Access Programming and/or interconnection to said three (3) PEG Access Downstream Channels. Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, Town, Cable Committee and/or Subscribers, and shall be subject to the control and management of the Cable Committee. The channels may be used by the Licensee if not needed for access purposes or for local origination in accordance with federal law.

(b) Except to the extent expressly prohibited by law, the Town, acting by and through the Issuing Authority, agrees to indemnify, save and hold harmless, and defend the License, its Officers, boards and employees, from and against any liability for damages and any liability or claims that arise out of the transmission or content of programming carried on the access channels, including, without limitation, damages arising out of copyright infringement and defamation.

(c) The access channels described in (a) above of this Section shall always be made available for noncommercial use appropriate to the particular channel without charge when requested. Initially, however, access and local origination programming may be offered on a shared, composite channel to enhance viewership.

(d) The Licensee shall maintain and make available to the Issuing Authority its rules regarding access programming, priority of use of access channels, the prohibition of lottery information and obscene or indecent matter (modeled after prohibitions found in

other FCC rules and regulations), and permitting public inspection of a complete record of names and addresses of all persons or groups requesting access time.

## **Section 5.2 – ANNUAL SUPPORT FOR PEG ACCESS**

(a) For the term of the Renewal License, the Licensee shall provide an annual payment to the Issuing Authority for PEG operations and related purposes equal to four percent (4%) of the Licensee's Gross Annual Revenues, as defined herein to a special PEG Account, not the general fund.

(b) Each annual payment to the Issuing Authority under the Renewal License shall be made within forty-five (45) days of the end of the preceding twelve month period during the term of the Renewal License (such first twelve month period to commence on the Effective Date) and shall constitute four (4%) percent of the Licensee's Gross Annual Revenues for such preceding twelve (12) month period. To enable the Town to maintain continuity in its PEG operations, the Licensee shall make a \$11,500 prepayment toward its first annual payment due hereunder, such prepayment to be credited against the first year's annual payment and to be made within forty-five (45) days after the Effective Date of this Renewal License.

(c) The Licensee shall file with each such annual payment a statement certification by the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding twelve (12) month period.

(d) This annual payment shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any State or Federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments, except as permitted by applicable law.

### **Section 5.3 – ACCESS AND LOCAL ORIGINATION EQUIPMENT AND SUPPORT**

(a) Within sixty (60) days after the execution of this License the Licensee shall provide to the Issuing Authority a capital grant in the amount of \$10,000 and 60 days after the 5 year anniversary date of this renewal contract an additional \$10,000.

(b) Licensee shall offer a training program in the technical and conceptual skills of television production free to residents of the Town in accordance with its current practices. Such training program shall be offered through Licensee's Enfield, Connecticut studio facility.

(c) A production vehicle shall be made available from the Enfield, Connecticut facilities of the Licensee for use by Holland residents. The Licensee shall furnish a driver and engineer and the Town shall be responsible for providing the crew needed to make use of the production vehicle. Any crew training required shall be provided by the

Licensee. Licensee shall maintain and make available to the Issuing Authority procedures for use of the production vehicle on a first-come, first-served basis which permits a fair allocation among the residents and employees of the Towns sharing the production vehicle.

#### **Section 5.4 – ARCHIVING**

Upon request of the Issuing Authority or his designee, Licensee shall exercise best efforts to transfer to the Issuing Authority archived videotapes (if any) in its possession if pertaining to Holland and its history, subject to applicable copyright laws.

#### **Section 5.5 – COMMERCIAL ACCESS**

The Licensee shall make unused channel capacity available as required by law for commercial access cablecasting to any person, group, organization, or entity upon reaching an appropriate agreement. Rates for use of commercial access channels shall be determined in accordance with federal law.

### **ARTICLE 6**

#### **SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

#### **Section 6.1 – SERVICE INTERRUPTIONS**

In Accordance with G.L.c. 166A, s5(l), In the event that the Licensee's service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, it will grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any



outstanding balance then currently due. Credits will be applied as described above after due notice to the Licensee from the Subscriber in the event Licensee does not have knowledge of the service interruption.

## **Section 6.2 – COMPLAINTS, AREA OFFICE**

(a) The Licensee shall maintain an area customer service office located in Enfield, Connecticut and open during normal business hours (9-5 Monday through Friday) and a 24-hour toll-free answering line which Subscribers may call without incurring added message units or toll charges (in accordance with Chapter 166A, Section 5(o) of the Massachusetts General Laws) so that prompt service shall be available. At the time of initial subscription, the Licensee shall give each new subscribing household a notice of complaint procedure, listing the Licensee's local or toll free telephone number.

(b) Upon reasonable notice the Licensee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters. The Licensee shall also maintain records of all reported complaints and action taken to respond to such complaints and shall make such records available to the Issuing Authority or its designee for inspection upon request and with prior authorization of the Subscriber.

(c) The Licensee shall respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible. A serious system malfunction will be serviced as soon as possible after its discovery. For these purposes, the Licensee shall

maintain in the Enfield hub area sufficient personnel in order to provide adequate and prompt service to its Subscribers.

(d) Except where an emergency situation exists necessitating a more expedited procedure, the Licensee may interrupt service for the purpose of repair or upgrading of the Cable System, only during periods of minimum use.

### **Section 6.3 – MINIMUM SUBSCRIBER INFORMATION**

Licensee will provide all prospective subscribers with complete, clear and concise written information before consummation of any agreement for initial installation of cable service. Such sales materials shall clearly disclose the price and other information concerning Licensee's lowest cost basic service. Such information shall include but not be limited to the following:

(a) All service and rates, deposits if applicable, installation costs, additional television set charges, service upgrade or downgrade charges, and relocation of cable outlet charges.

(b) Written information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service.

(c) Written information concerning the utilization of video cassette recorders (VCRs) with cable services(s), including the cost for hooking up VCRs so that they function as manufactured, and any other associated VCR costs or charges.

(d) Written information concerning the availability of special equipment such as VCR kits, A/B switches, and lockboxes and all other equipment notifications contained in 207 CMR 10.00 et. seq.

(e) Written information concerning privacy policies, pursuant to state and federal law.

(f) Written information concerning steps to take in the event of loss of service.

#### **Section 6.4 – PARENTAL CONTROL**

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, the Licensee shall provide subscribers with the capability to control the reception of any channel on the Cable Communications System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge subscriber for use of said box.

#### **Section 6.5 – BILLING AND TERMINATION PROCEDURES**

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Schedule 6.5**, as the same may exist or be amended from time to time:

(i) Notification of its Billing Practices;

(ii) Notification of Services, Rates and Charges;

- (iii) Equipment Notification;
- (iv) Form of Bill;
- (v) Advance Billing, Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Security deposits.

#### **Section 6.6 – VOLUNTARY DISCONNECTION OF SERVICE**

Subscribers who request full disconnection of cable service shall not be responsible for further charges for such service upon actual termination of service or after seven (7) days notice to Licensee, whichever occurs first. Licensee shall make a good faith effort to disconnect service as soon as possible after requested to do so by a subscriber. A subscriber who requests full disconnection of cable service shall (i) make a good faith effort to return all of his or her customer premises equipment to Licensee's local business location or any other reasonable location Licensee may designate or (ii) if the Licensee offers the option, request that the Licensee pick up such customer premises equipment at the subscriber's location, subject to applicable charges of the Licensee. Subscribers may be charged for unreturned equipment.

### **Section 6.7 – BILLING DISPUTES**

In the event of a bona fide billing dispute, Licensee will resolve each dispute within thirty (30) working days of receiving notification from the subscriber. The subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall Licensee disconnect or assess a late payment charge from the subscriber for failure to pay bona fide disputed bills, or portions thereof, upon notice of said dispute.

### **Section 6.8 – PROTECTION OF SUBSCRIBER PRIVACY**

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or user of the Cable Television System and shall not violate such rights through the use of any device or signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Article 6 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

### **Section 6.9 – PRIVACY**

At the time of entering into an agreement to provide any cable service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

### **Section 6.10 – POLLING BY CABLE**

No poll of a Subscriber or user shall be conducted or obtained, unless (i) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and (ii) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its agents shall release the results only in the aggregate and without individual references.

### **Section 6.11 – INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS**

Except as permitted by §631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

**Section 6.12 – SUBSCRIBER’S RIGHT TO INSPECT AND VERIFY INFORMATION**

(a) Licensee shall make available for inspection by a subscriber at a reasonable time and place all personal subscriber information that Licensee maintains regarding said subscriber.

(b) A subscriber may obtain from Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by Licensee. Licensee may require a reasonable fee for making said copy.

(c) A subscriber or user may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information, shall be directed to Licensee’s Manager of Government Affairs.

**Section 6.13 – MONITORING**

(a) Neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, signal, input device, or subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user; provided, however, that the Licensee may conduct system-wide or individually addressed “sweeps” solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected

parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes. The Licensee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable State and/or federal law(s).

#### **Section 6.14 – EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to produce, upon request, an employee identification card issued by the Licensee and bearing a picture of said employee.

#### **Section 6.15 – TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS**

Licensee will employ enough service technicians and customer service representatives to meet its obligations under this Renewal License.



**Section 6.16 – TECHNICAL INFORMATION**

On an annual basis during the term of this Renewal License , or as otherwise mutually agreed to by the Issuing Authority and the Licensee, the Licensee and the Issuing Authority shall meet to discuss technological developments within the cable industry. These discussions are intended to be informational only and do not create any obligation on the part of the Licensee to modify its Cable System.

**Section 6.17 – NON-DISCRIMINATION**

Licensee shall not unlawfully discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of federal and state regulations concerning non-discrimination. This section 6.17 shall not affect the right of Licensee to offer discounts or engage in other marketing or promotions.

**Section 6.18 – MUNICIPAL ACCESS TO LICENSEE'S SURVEY MATERIALS**

In the event the Licensee surveys the Holland subscriber population to test for response to particular programming preferences, or for other reasons, it shall, upon written request of the Issuing Authority share the results of its programming surveys so long as the Licensee does not consider the questions and/or the results proprietary.

**ARTICLE 7  
LICENSE ADMINISTRATION**

**Section 7.1 – REGULATORY AUTHORITY**

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable System. The Issuing Authority shall monitor and enforce Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify Licensee in writing of any instance of non-compliance and may direct that such non-compliance be corrected within thirty (30) days to the reasonable satisfaction of the Issuing Authority, unless a longer period is specified herein, or is mutually agreed upon by the Issuing Authority and Licensee (in accordance with Section 9.1).

**Section 7.2 – INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed provided that this indemnification shall not extend to negligence of the Town and its officials, boards, commissions, committees,

agents and/or employees. Upon timely receipt of notice in writing from the Issuing Authority, the Licensee shall at its own expense defend any action or proceeding against the Town in which it is claimed that personal injury or property damage was caused by activities of the Licensee, its employees and/or agents, in the construction, installation, operation or maintenance of its Cable System.

### **Section 7.3 – INSURANCE**

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to applicable law, with the Town as an additional insured with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00).

(c) All insurance coverage, including Workers' Compensation in amounts as required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

(d) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of this Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

#### **Section 7.4 – PERFORMANCE BOND**

(a) The Licensee shall maintain at its own expense throughout the term of this License a faithful performance bond running to the Town, with at least one good and sufficient surety licensed to do business in the Commonwealth of Massachusetts of Fifty Thousand Dollars (\$50,000). Said bond shall be conditioned that the Licensee shall well and truly observe, fulfill and perform each material term and condition of this License and that in case of any failure to comply with any material term and/or condition contained

herein, the amount thereof shall be recoverable from said performance bond by the Town for all amounts resulting from the failure of Licensee to comply with any provision in this License.

(b) The performance bond shall be effective throughout the term of this License including the time for removal of facilities provided for herein, and shall be conditioned that in the event that Licensee shall fail to comply with any one or more material provisions of this License, the Town shall recover from the surety of such bond all damages up to the limits insured by such bond, suffered by the Town as a result thereof, within thirty (30) days after a written request for same. Said condition shall be a continuing obligation of this License, and thereafter until Licensee has liquidated all of its obligations to the Town that may have arisen from the grant of this License or from the exercise of any privilege therein granted. Neither this Section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of Licensee under this License except that whatever amounts may be collected under any bond shall be credited toward whatever total damages may be determined and shall satisfy such claim only to the extent of such monies actually collected.

#### **Section 7.5 – SERVICE INTERRUPTIONS**

In the event that the Licensee's service to any subscriber is interrupted for twenty-four (24) or more consecutive hours, it will grant such subscriber a credit upon request, equal to that portion of the service charge due for the period of the outage, credited

during the next consecutive billing cycle, or apply such credit to any outstanding balance then currently due. In the instance of an individual subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the subscriber.

## **Section 7.6 – PERFORMANCE EVALUATION SESSIONS**

(a) The Issuing Authority may at its discretion but not more than once a year, hold a performance evaluation session on or about the anniversary of the Effective Date of this License. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to, among other things, review Licensee's compliance to the terms and conditions of this License, and hear comments, suggestions or complaints from the public. The Issuing Authority shall provide the Licensee with thirty (30) days, advance written notice of such performance evaluation session. The Issuing Authority shall have the right to question Licensee on any aspect concerning the construction, installation, operation or maintenance of the Cable System pursuant to this Renewal License. During review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials as are reasonably requested by the Town and which are not considered proprietary by Licensee. Licensee agrees to meet with Town Counsel to discuss the reasons why it considers such materials to be proprietary.

(b) Within thirty (30) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance with this Renewal License and send one (1) copy to the Licensee and file one (1) copy with the Clerk's Office. If inadequacies are found which result in a violation of any of the material terms and conditions of this Renewal License, the Licensee shall have an opportunity to respond and propose a plan for implementing any changes or improvements necessary, in accordance with Section 9.1.

#### **Section 7.7 – NON-PERFORMANCE BY THE LICENSEE**

(a) The payment of damages for violations under this License shall not be deemed to excuse the violation.

(b) Failure of the Town to enforce the performance of any term of this License shall not be deemed a waiver of its right to insist upon the subsequent performance of that term.

#### **Section 7.8 – LICENSE FEE ENTITLEMENT**

(a) Subject to applicable law, Licensee shall, on or before March 15th of each year, submit a license fee to the Issuing Authority as provided in Section 9 of Chapter 166A of the Massachusetts General Laws. The number of subscribers, for purposes of this Section, shall be calculated on the last day of each year unless some other date is required by law.

(b) In accordance with applicable law, but not more than once during the term of this License the Issuing Authority may require, if requested in writing by the Issuing Authority, the advance payment (by Licensee) of not more than ten thousand dollars, of the License fees due under subsection (a) above, to be payable to the Town or a designee of the Town for access development or cable administration or related purposes.

(c) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall also include the PEG Access annual operating funding (Section 5.2(a)), all amounts within the definition of “franchise fee” under federal law including state and federal fees, but shall not include the following: the PEG Access Equipment/Facilities funding herein (Section 5.3(a)).

## **Section 7.9 – SUBSCRIBER AND USER COMPLAINTS**

Licensee shall keep all written as well as a record of verbal complaints it receives on file in its local business office in accordance with applicable state regulations. Should state regulatory requirements for maintenance of complaint records be eliminated, then the Issuing Authority shall have the right to request Licensee to reasonably maintain records of written and verbal complaints which it receives. Subject to privacy restrictions required under applicable law, the Issuing Authority or its designee shall have the right to



examine, review and copy said complaints at its own expense during Licensee's business hours upon reasonable notice.

#### **Section 7.10 – SUBSCRIBER COMPLAINT REPORT**

To the extent required by G.L.c. 166A, Section 10, and 207 CMR 7.03, Licensee shall notify the Issuing Authority, on forms prescribed by the Division, of complaints of subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments. Should the Division eliminate complaint reporting procedures, Licensee shall, in conjunction with the Issuing Authority, develop an acceptable form of complaint reporting.

#### **Section 7.11 – INDIVIDUAL COMPLAINT REPORTS**

Upon the written request of the Issuing Authority the Licensee shall within ten (10) business days after receiving such a request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken by the Licensee.

#### **Section 7.12 – QUALITY OF SERVICE**

Where there exists evidence, which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability, or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a notice to the

Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s) and any efforts to remedy the problem if the problem is within the control of the Licensee.

### **Section 7.13 – SERVICE INTERRUPTION REPORT**

Licensee shall submit, on a form prescribed by the Division, a list of all significant service interruptions. Said report shall be submitted along with the Subscriber Complaint Report required in Section 7.10 Subscriber Complaint Report herein.

### **Section 7.14 – FINANCIAL REPORTS**

Pursuant to G.L.c. 166A, Section 8, the Licensee shall file annually with the Division, on forms prescribed by the Division, a statement of its revenues and expenses for official use only. A financial balance sheet, and a statement of ownership shall be filed with the Division and, upon written request, the Issuing Authority on forms required by the Division. Such statements and balance sheets shall be sworn to by the person preparing same and by an authorized financial representative of the Licensee. Licensee shall also submit revenue statements together with payments in accordance with Section 5.2(a). In the event the Division no longer requires or provides Forms 200 and 400 for such reporting, the Licensee shall annually provide the financial information requested in a format reasonably approved by the Issuing Authority.

**Section 7.15 – NUMBER OF SUBSCRIBERS**

Licensee shall file annually with the Issuing Authority a report containing the number of subscribers, which may be included as part of the annual franchise fee payment under G.L. c. 166A, Section 9.

**Section 7.16 – LINE EXTENSION REPORT**

The Issuing Authority may require Licensee to submit a report detailing the areas in the Town in which the Cable System has been extended during said reporting period, the dates of said extensions and the number of households capable of receiving cable service(s).

**Section 7.17 – REVOCATION OF RENEWAL LICENSE**

This License may be revoked by the Issuing Authority, to the extent permitted by law. Any such revocations of this License shall be ordered after a public hearing by the Issuing Authority subject to the appeals provisions of G.L.c. 166A, Section 4, or any other rights available to the Licensee.

**Section 7.18 – CABLE ADVISORY COMMITTEE**

The Issuing Authority may appoint a Cable Advisory Committee and delegate to said Committee such functions as are lawful and customary.

**Section 7.19 – INVESTIGATION**

Subject to applicable law and regulation, the Licensee shall cooperate fully and faithfully with any lawful investigation, audit, or inquiry conducted by a Town governmental agency; provided however that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with obligations pursuant to this Renewal License.

**Section 7.20 – LATE PAYMENTS**

In the event any License Fee required under this License is not tendered on before the date upon which such License Fee is due under the terms of this License, interest due on the unpaid portion of such License Fee shall accrue fifteen (15) days from the date due at the rate of three percent (3%) above the annual prime rate. Any late payment fees to the Town pursuant to this Section shall not be deemed to be part of the License Fees to be paid to the Town, and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the License pursuant to Section 622(g)(2)(D) of the Cable Act.

**ARTICLE 8**  
**GENERAL PROVISIONS**

**Section 8.1 – LICENSE AS CONTRACT UNDER SEAL**

Upon its execution by the Issuing Authority and Licensee this License shall be deemed to constitute a contract under seal by and between Licensee, on the one hand, and the Town of Holland, on the other hand.

**Section 8.2 – ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by instrument in writing executed by the parties.

**Section 8.3 – CAPTIONS**

The captions to sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of this License. Such captions shall not affect the meaning or interpretation of this License.

**Section 8.4 – SEVERABILITY**

If any section, sentence, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence,

paragraph, term or provision thereof, all of which shall remain in full force and effect for the term of this License.

### **Section 8.5 – FORCE MAJEURE**

If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term “force majeure” as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; the unavailability of essential materials; or any other cause or event not reasonably within the control of the disabled party.

### **Section 8.6 – NOTICES**

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Holland Board of Selectmen, Holland Town Hall, 27 Sturbridge Road, Holland, Massachusetts 01521, or such other address as the Issuing Authority may specify in writing to the Licensee. A copy of every notice served upon the Issuing Authority shall also be sent by certified mail (postage prepaid) to the

Holland Cable Commission, Holland Town Hall, 27 Sturbridge Road, Holland, Massachusetts 01521, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: Vice President and General Manager, CoxCom, Inc. 9 J.P. Murphy Highway, West Warwick, RI 02893 with copies to Attn: Legal Department, Cox Communications, 1400 Lake Hearn Drive, Atlanta, GA 30319, or such other address(es) as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing or receipt.

#### **Section 8.7 – REMOVAL OF ANTENNAS**

Licensee shall not remove any television antenna of any subscriber but shall, offer to said subscriber and maintain an adequate switching device to allow said subscriber to choose between cable and non-cable television reception.

#### **Section 8.8 – SUBSCRIBER TELEVISION SETS**

To the extent prohibited by law, Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that Licensee may make adjustments to television sets in the course of normal maintenance.

**Section 8.9 – COST OF PUBLICATION**

Licensee shall, upon written request of the Issuing Authority within thirty (30) days of the execution of this License, print and distribute a maximum of fifteen (15) copies of the License.

**Section 8.10 – JURISDICTION**

Exclusive jurisdiction and venue over and dispute or judgment rendered pursuant to any Article herein shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, or upon appeal, other competent court or agency, and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

**ARTICLE 9**

**DETERMINATION OF BREACH - LIQUIDATED DAMAGES - LICENSE REVOCATION**

**Section 9.1 – DETERMINATION OF BREACH**

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may



have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice either to:

(a) respond to the Issuing Authority in writing and such response may contest the Issuing Authority's assertion of default and in any event shall provide such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail or any other means which can be utilized to verify the mailing date, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or his or her designee(s) shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority,

after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) seek specific performance of any provision in the Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (ii) assess liquidated damages in accordance with the schedule set forth in Section 9.2 below;
- (iii) commence an action at law for monetary damages;
- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) declare the Renewal License to be revoked subject to Section 9.3 below and applicable law;
- (vi) invoke any other lawful remedy available to the Town.

**Section 9.2 – LIQUIDATED DAMAGES**

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 9.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 9.1(c) above.

(1) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 2 herein, Fifty Dollars (\$50.00) per day, for each day that any such non-compliance continues.

(2) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2 herein, Three Hundred Seventy-five Dollars (\$375.00) per day, for each day that any such non-compliance continues.

(3) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 6.2 infra, and schedule 6.2 attached hereto, One Hundred Fifty Dollars (\$150.00) per day that any such non-compliance continues.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, Compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or

forfeiture, and are within one or more exclusions to the term “franchise fee” provided by Section 622(g)(2)(A)-(D) of the Cable Act.

### **Section 9.3 – EFFECT OF UNAUTHORIZED TRANSFER ACTION**

Any transfer or assignment of the License without compliance with Section 2.5 hereunder shall be null and void, and shall be deemed a material breach of this License. If the Issuing Authority denies its consent to such a transfer or assignment and such transfer or assignment has nevertheless been effected, the Issuing Authority may revoke and terminate this License, unless such transfer or assignment is otherwise allowable pursuant to applicable law. The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

### **Section 9.4 – TERMINATION**

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 9.1 and 9.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority, or (iii) the expiration of the term of the Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License. In the event of termination the Town and Licensee

shall in addition have all of the post-termination rights set forth in this Renewal License or applicable law.

**Section 9.5 – NO WAIVER-CUMULATIVE REMEDIES**

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Town or Licensee to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the Town or the Licensee under applicable law, subject in each case to the terms and conditions in the Renewal License.

(c) A waiver of any right or remedy by the Town or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town or the Licensee at any other time. In order for any waiver of the Town or the Licensee to be effective, it shall be in writing. The failure of the Town to take any action in the event of any breach by the Licensee or the Town shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Town to take any action permitted by the Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee or the Town.

**WITNESS OUR HANDS AND OFFICIAL SEALS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2004.**

**Approved as to form:**

\_\_\_\_\_  
\_\_\_\_\_, Esq.

**TOWN OF HOLLAND, MA**

**By:**

\_\_\_\_\_  
**Chairperson**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**This License is hereby Accepted by:**

**COXCOM, INC., D/B/A COX COMMUNICATIONS**

**By:**

**Schedule 3.4    Free Drops**

Town Hall	27 Sturbridge Road
Elementary School	28 Sturbridge Road
Town Library	25 Sturbridge Road
Police Station	same as Town Hall
Fire Station	5 Sturbridge Road

## Schedule 4.1 Initial Rates

**Rates Effective August 3, 2004**

<b>Holland</b>	
<b>Cox Cable.</b>	<b>Cox Digital Cable.</b>
<b>COX High-Definition Service<sup>PA</sup></b>	
<b>Cox Cable.</b>	
Cox Standard Service	\$41.99
Cox Limited Basic	\$10.27
Cox Expanded	\$30.72
<b>Cox Digital Cable.</b>	
Digital Choice (Sports & Information and Variety)	\$11.95
Sports & Information Package	\$ 8.95
Variety Package	\$ 8.95
Digital Gateway	\$ 3.95
<b>TeleLatina</b>	
With Digital Choice	\$14.95
With Sports & Information Package	\$11.95
With Variety Package	\$11.95
With Gateway	\$ 6.95
Digital Additional Outlet <sup>1</sup>	\$ 3.95
DVR (Digital Video Recorder Service)	\$ 4.95
<b>Cox Digital Premium Channels</b>	
(HBO, Cinemax, Starz SuperPak, Showtime Unlimited)	
One Premium	\$11.95
Two Premiums	\$21.95
Three Premiums	\$27.95
Four Premiums	\$32.95
<b>Cox Digital International Channels</b>	
RAI International	\$ 9.99
TV5	\$ 9.99
<b>Cox iNDEMAND Pay-Per-View</b>	
(converter box required)	
iNDEMAND Movies	\$ 3.95
Special Events	Prices Vary
Adult Pay Per View* (Digital only)	
Playboy	\$ 8.95
Spice	\$ 9.99
Hot Network/Hot Zone	\$11.99
*Price is based on 4 hr blocks	
<b>Cox iNDEMAND Sports Pkgs</b>	
Call 888-809-4993	Prices Vary
<b>Equipment Rental</b>	
DVR/High Definition Converter <sup>2</sup>	\$ 9.99
Digital Converter	\$ 4.20
Remote	\$ .20
Close Caption Box	\$ 4.20
One Way Digital Plug-and-Play	\$ 1.99
<b>Miscellaneous Charges</b>	
Returned Check Fee	\$25.00
Collection Fee	\$30.00
Field Collection Fee	\$15.00
Late Fee	\$ 4.00
Disconnect Transaction Fee	\$ 1.99
Payment Processing Fee	\$ 3.99
Cox Service Assurance Plan	\$ 2.95
Name Change	\$ 5.00
Credit Card Denial	\$10.00
TV Guide - Cable Edition	\$ 3.99
<b>Cable Service and Installation Charges<sup>3</sup></b>	
Primary Installation (Unwired)	\$ 55.99
Primary Installation (Wired)	\$ 29.99
Add/Move/Reconnect Additional	
Outlet at Initial Installation	\$ 21.23
Outlet after Initial Installation	\$ 30.99
Upgrade from Cable to Digital Cable	\$ 29.99
High Definition Installation	\$ 49.95
Additional High Definition Outlet	
Same Trip	\$ 25.00
Separate Trip	\$ 49.95
Change of Service (Home Visit)	\$ 25.00
Change of Service (In Office)	\$ 1.99
Service Visits unrelated to Cox	
Equipment or signal delivery	\$ 25.00
Unreturned Plug-and-Play equipment	\$ 82.50

Service and Installation Pricing — Effective Aug 3, 2004

Pricing and programming effective 8/3/04 and are subject to change. Prices do not include state sales tax, FCC user fee, or franchise fees (gross receipt tax). Prices are for residential service only. Commercial service prices and content may be different. All programming services may not be available in all areas. 1) Additional digital converter & remote required for each additional outlet with digital programming. (2) Customer must have a High Definition Television and subscribe to both Cox Digital and Cox High Definition Service in order to receive High Definition programming. 3) Non Standard installation charges apply to above-ground installation exceeding 150 feet of wiring from nearest utility pole to customer's home and installation requiring underground wiring. Prices based on time and materials. Installation charges are the same for Digital Cable. Charge for service visits based on 30 minute time frame. Rates are subject to change and limitations apply. © 2004 Cox Communications, Inc. All rights reserved.



## Cox High Speed Internet.

Pricing Effective January 14, 2004

Monthly Internet Service* (modem required)	\$39.95
Monthly Home Networking Service	\$ 9.95
McAfee Internet Security	\$ 5.99
Spam Killer	\$ 3.49/month
Personal Firewall	\$ 3.49/month
Virus Scan	\$ 2.99/month
Privacy Service	\$ 2.99/month

### Cox High Speed Internet Installation Charges

Fast Connect Installation Kit	\$ 29.95
Professional Installation Options	
Standard Installation	\$ 79.95
Requiring NIC <sup>1</sup> Installation	\$ 99.95
Requiring USB <sup>2</sup> Installation	\$114.95

\*Service available to residential customers in limited areas. Cable modem purchase or rental required. Rates exclude equipment taxes, applicable taxes and franchise taxes and subject to change. Actual speeds will vary. Cox cannot guarantee uninterrupted or error-free High Speed Internet service or the speed of your service. Visit [www.cox.com/speed](http://www.cox.com/speed) for more information. \$39.95 monthly service rate reflects \$10 discount for customers who also receive Cox Cable, digital cable or digital telephone service. 30 day risk free guarantee applies to cost of installation and monthly Cox Home Networking requires purchase of additional equipment and monthly service plan. 1) NIC – Network Interface Card. 2) USB – Universal Serial Bus. All rates are subject to change. Cox High Speed Internet service fee, excludes taxes and other costs. Other restrictions apply. Cox is a registered trademark of Cox Communications, Inc. © 2004 Cox Communications, Inc. All rights reserved.

■ 1) Available only to residential customers who subscribe to Cox for local, local toll, and long distance telephone service, and to either Cox Cable or Cox High Speed Internet service. Monthly price does not include directory assistance charges, activation fees, applicable taxes, fees, and surcharges. Customers can elect to pay \$2.00 for five directory assistance calls per month. Regular directory assistance calls are \$0.50 cents per call. Service may not be available in all areas, condominiums, or multiple dwelling units.  
■ 2) Standard activation fee for up to two phone lines of \$29.95 not included. Activation excludes inside wiring and additional jacks. Other activation fees may apply.  
■ 3) Caller ID and Call Waiting ID require compatible Caller ID display unit. Included long distance minutes are limited to domestic, direct-dialed calls and have no cash value. Other restrictions apply. © 2004 Cox Communications, Inc. All rights reserved.

**Schedule 4.3 Broad Categories of Programming**

Licensee shall provide the following broad categories of Video Programming:

News Programming;

Sports Programming;


Public Affairs Programming;

Children's Programming;

Entertainment Programming; and

Local Programming.

## Schedule 4.4 Initial Program Services

COX CABLE		DIGITAL PREMIUM PAY-PER-VIEW CHANNELS	
COX LIMITED BASIC		COX EXPANDED BASIC ...continued...	
2	WFSB - Ch. 3/CBS	40	Comedy Central
3	Cox 3	41	Lifetime Television
4	WVIT - Ch. 30/NBC	42	A&E
5	WEDH - Ch. 24/PBS	43	ShopNBC
6	WTIC - Ch. 61/FOX	44	Nickelodeon
7	WTNH - Ch. 8/ABC	45	MSNBC
8	TV Guide	46	CNBC
9	WCTX - Ch. 59/UPN	47	Fox News
10	WBZ - Ch. 4/CBS	48	BET
11	WTVX - Ch. 20/WB	49	E! Entertainment
12	TBS	50	EWTN
13	QVC	51	Fox Sports Net NE
14	WWLP - Ch. 22/NBC	52	MTV
15	Public Access	53	Disney Channel
16	WGBH - Ch. 2/PBS	54	HGTV
17	WGBY - Ch. 57/PBS	55	Sci-Fi
18	WUVN - Ch. 18/UPN	56	Discovery Health
19	Cox Connexion	57	CMT
20	WUNI - Ch. 27/TEL	58	Cartoon Network
21	C-SPAN	59	The History Channel
22	C-SPAN2	60	Animal Planet
23	WGGB - Ch. 40/ABC	61	VH1
COX EXPANDED BASIC		62	Leased Access
24	FX	63	Bravo
25	TNT	67	Leased Access
26	Discovery	68	TV Land
27	Spike TV	69	Discovery Travel
28	ESPN	70	Headline News
29	ESPN2	71	Court TV
30	HSN	80/96	Cox Shopping Channel
31	Leased Access		
32	NESN		
33	CNN		
34	USA		
35	The Weather Channel		
36	TLC		
37	ABC Family		
38	AMC		
39	Food Network		
200	HBO		
201	HBO Plus		
202	HBO Signature		
203	HBO West		
204	HBO Plus West		
205	HBO Family		
206	HBO Zone		
207	HBO Comedy		
208	HBO Latino		
220	Cinemax		
221	MoreMAX		
222	ActionMAX		
223	ThrillerMAX		
224	5-StarMAX		
225	@MAX		
226	WMAX		
227	OuterMAX		
240	Showtime		
241	Showtime Too		
242	Showtime Showcase		
243	Showtime Extreme		
244	Showtime Beyond		
246	Flix		
247	Sundance		
260	the movie channel		
261	the movie channel xtra		
280	STARZ!		
281	STARZ! Theater		
282	BLACK STARZ!		
283	STARZ! Family		
284	STARZ! Cinema		
285	Encore		
286	Love Stories		
287	True Stories		
288	Action		
289	Mystery		
290	Westerns		
291	WAM		
INTERNATIONAL CHANNELS		297	RAI International
298	TV5		
ONDEMAND PAY-PER-VIEW			
		<b>COX ONDEMAND</b>	
		99/199/299/500/590	
		Pay Per View Info	
		501-531 ONDEMAND	
		Pay-Per-View	
SPORTS PACKAGES			
		<b>sports ONDEMAND</b>	
		Sports Packages Previews	
		137/600/650	
		523-529 NASCAR IN CAR	
		601-605 ESPN GamePlan/	
		ESPN FULL COURT	
		651-661	
		NBA LEAGUE PASS	
		671-679	
		MLB EXTRA INNINGS /	
		NHL CENTER ICE	
			
ADULT PAY-PER-VIEW			
591	Spice Hot		
592	Playboy		
593	Spice 2		
594	Hot Zone		

# COX DIGITAL CABLE

## NEW! 1. SPORTS & INFORMATION

### VIEWERS FAVORITES

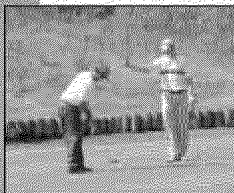
- 100 The Science Channel
- 101 Discovery Home & Leisure
- 102 Discovery Times
- 103 Discovery Wings
- 104 Discovery Kids
- 105 Noggin

### NEWS & KNOWLEDGE

- 115 History International
- 116 Biography
- 117 International Channel
- 118 CNNi
- 120 TechTV
- 121 Bloomberg
- 122 CNNfn
- 123 WeatherScan Local
- 124 CT-N

### SPORTS

- 130 The Golf Channel
- 131 Fox Sports World
- 132 ESPN Classic
- 133 ESPNews
- 134 Outdoor Life
- 135 Speed Channel
- 136 NBA TV
- 137 ESPN2



## NEW! 2. VARIETY

### VIEWERS FAVORITES

- 100 The Science Channel
- 101 Discovery Home & Leisure
- 102 Discovery Times
- 103 Discovery Wings
- 104 Discovery Kids
- 105 Noggin

### POPULAR CULTURE

- 146 Style
- 147 Oxygen
- 148 Soapnet
- 149 BBC America
- 150 MTV Hits
- 151 VH1 Classics
- 152 VH1 Country
- 153 VH1 Megahits

### MOVIES

- 160 Independent Film Channel
- 161 Lifetime Movie Network

### FAMILY & FAITH

- 170 Hallmark
- 171 iLife TV
- 172 Inspiration Network
- 173 TBN

### KIDS OF ALL AGES

- 180 Game Show Network
- 181 Toon Disney
- 182 Boomerang
- 183 NickToons
- 184 NickGae

## COX High-Definition Service

- 710 Discovery HD
- 711 ESPN HD
- 712 INHD
- 713 INHD2
- 720 HBO HD
- 721 Showtime HD

## TELELATINA

- 300 CNN en Espanol
- 301 Discovery en Espanol
- 302 Fox Sports Espanol
- 303 Canal Sur
- 304 Galavisión
- 305 Boomerang
- 306 CineLatino

## MUSIC CHOICE CHANNELS



- 901 Showcase
- 902 Today's Country
- 903 Classic Country
- 904 Americana
- 905 Bluegrass
- 906 R&B and Hip-Hop
- 907 Classic R&B
- 908 Smooth R&B
- 909 Rap
- 910 Metal
- 911 Rock
- 912 Power Rock
- 913 Classic Rock
- 914 Alternative Rock
- 915 Electronica
- 916 Dance
- 917 Progressive
- 918 Soft Rock
- 919 Hit List
- 920 Party Favorites

- 921 '80s
- 922 New Wave
- 923 '70s
- 924 Solid Gold Oldies
- 925 Singers & Standards
- 926 Big Band & Swing
- 927 Easy Listening
- 928 Smooth Jazz
- 929 Jazz
- 930 Blues
- 931 Reggae
- 932 Soundscapes
- 933 Classical Masterpieces
- 934 Opera
- 935 Light Classical
- 936 Show Tunes
- 937 Contemporary Christian
- 938 Gospel
- 939 For Kids Only
- 940 Sounds of the Seasons
- 941 Musica Latina
- 942 Salsa Merengue
- 943 Rock 'En Espanol
- 944 Latin Love Songs
- 945 Mexicana

**Schedule 4.5    Leased Access Policy**

OVERVIEW OF LEASED ACCESS POLICIES

**Schedule 6.2 Customer Service Obligations**

TITLE 47--TELECOMMUNICATION

CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H—General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

- (1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;
- (2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;
- (3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or
- (4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that

exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Execution July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

- (iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.
  - (iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.
  - (v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.
- (2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:
- (i) Standard installations will be performed within seven (7) business days after an order has been placed. “Standard” installations are those that are located up to 125 feet from the existing distribution system.
  - (ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on “service interruptions” promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.
  - (iii) The “appointment window” alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule



service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

Definitions—

(i) Normal business hours—The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

## **Schedule 6.7    Billing and Termination Regulations**

### **207 CMR 10.00**

#### **10.01: Billing Practices Notice**

Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.

A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.

At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.

Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

**10.02: Services, Rates and Charges Notice**

The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.

At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.

Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.

Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.

Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.

A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

### **10.03: Form of Bill**

The bill shall contain the following information in clear, concise and understandable language and format:

the name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;

the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;

the dates on which individually chargeable services were rendered or any applicable credits were applied;

separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;

the amount of the bill for the current billing period, separate from any prior balance due;

the date on which payment is due from the subscriber.

Cable operators may identify as a separate line item of each regular subscriber bill the following:

The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;

The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;

The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.

All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request that provides the accounting justification for all itemized costs appearing on the bill.

#### **10.04: Advance Billing and Issuance of Bill**

In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.

A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.

Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

#### **10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service**

Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.

A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.

The following provisions shall apply to the imposition of late charges on subscribers:

A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.

A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.

No late charge may be assessed on the amount of a bill in dispute.

A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.

A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.

Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

#### **10.06: Charges for Disconnection or Downgrading of Service**



A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:

A subscriber requests total disconnection from cable service; or

A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.

If a subscriber requests disconnection from cable television service prior to the Execution date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the Execution date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

#### **10.07: Billing Disputes**

Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.

The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.

Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).

The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.

Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefore.

#### **10.08: Security Deposits**

(1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.

The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the

cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.